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RECENT DECISIONS

ADOPTION—RIGHT OF INHERITANCE FROM SECOND ADOPTIVE PARENTS.—Upon the death of the parents of a child, the child was adopted by a man and his wife. Upon the death of the adoptive mother, the child was adopted a second time with the consent of the first adoptive father. The first adoptive father died intestate and the child claimed the right to inherit certain property owned by him. *Held*, the second adoption cut off all relations between the adopted child and his first adoptive parents, and the child could not inherit the property. *In re Klapp's Estate* (Mich.), 164 N. W. 381. See NOTES, p. 349.

CONFLICT OF LAWS—INCAPACITY OF MARRIED WOMEN TO CONTRACT—WHAT LAW GOVERNS.—A married woman domiciled in Texas entered into a contract as guarantor for her husband in Illinois. Under the laws of Illinois the contract was valid, but the law of Texas declared such contracts void. Suit was brought on the contract in Texas. *Held*, the *lex fori* will be substituted for the *lex celebrationis* of the contract. *Union Trust Co. v. Grosman*, 38 Sup. Ct. 147. See NOTES, p. 345.

CONFLICT OF LAWS—STATUTE OF FRAUDS—PROMISE TO PAY THE DEBT OF ANOTHER.—An oral contract to pay the debt of another was made in Idaho, by whose laws the contract was valid and enforceable. Action was brought on the contract in Kansas. The Kansas statute of frauds provided that no action should be brought whereby to charge a party with the debt of another unless it be in writing. *Held*, the contract will not be enforced in Kansas. *Barbour v. Campbell* (Kan.), 168 Pac. 879.

It seems to be a well settled principle that matters respecting the remedy for the breach of a contract depend upon the law of the place where the suit is brought. *Ruhe v. Buck*, 124 Mo. 178, 27 S. W. 412, 46 Am. St. Rep. 439, 25 L. R. A. 178. See 1 VA. LAW REV. 326. But there is a conflict among the courts as to whether the statutes of frauds existing in the various states pertain to the right of the contract or whether they merely govern the remedy for the breach of the contract. This is due partly to the failure to strictly observe whether the language of the particular statute makes the contract void or simply unenforceable. *Leroux v. Brown*, 14 Eng. L. & Eq. 247, 74 E. C. L. 860; *Wolf v. Burke*, 18 Colo. 264, 32 Pac. 427, 19 L. R. A. 792.

The results reached will depend on whether the contract is affected by the statute of frauds in the *locus contractus* or by the statute of the forum. If the *lex loci contractus* provides that certain contracts are void, then a valid contract of that nature can never arise there. On the other hand, if it is the *lex fori* which provides that such contracts shall be void, while under the *lex loci contractus* the contract is good, it will nevertheless be enforced in the forum. *Wolf v. Burke*, *supra*.